

# **NORTH SHORE BANK**

## **Business Online Banking Terms and Conditions**

August 2020

### **1. Meaning of some words.** In this agreement:

- a. “We,” “us,” “our,” “ours” and “Bank” mean North Shore Bank, FSB (or, as applicable, Illinois State Bank, a division of North Shore Bank, FSB), 15700 W. Bluemound Road, Brookfield, Wisconsin 53005;
- b. “Online Banking” means an internet banking service being provided by us or on our behalf;
- c. “You,” “your,” “yours” and “Company” mean any corporation, partnership, limited liability company or other business organization, or any city, town, village, school district or other governmental body, that enrolls in Online Banking or any individual who enrolls in Online Banking for use in connection with deposit and loan accounts;
- d. Alerts mean electronic notices from us that contain transactional information about your North Shore Bank account(s).
- e. “Approved deposit account” means any deposit account of yours with us that is approved by us as accessible for transfers of funds through Online Banking;
- f. “Approved payment account” means any approved deposit account of yours that is approved by us to be used for payments through Online Banking;
- g. “Approved line of credit account” means any line of credit account of yours with us that is approved by us as accessible for transfers of funds through Online Banking;
- h. “Approved loan account” means any approved line of credit account or any other loan account of yours with us that is approved by us as accessible for transfers of funds through Online Banking;
- i. “Authorized party” means, if you are an individual, you or, if you are a corporation, partnership, limited liability company or other business organization or a city, town, village, school district or other governmental body, any individual authorized by you to transact business relating to any approved deposit account or approved loan account of yours from or to which transfers of funds may be made through Online Banking;
- j. “Your administrator” means, if you are a corporation, partnership, limited liability company or other business organization or a city, town, village, school district or other governmental body, the individual designated by any authorized party as the administrator or senior administrator (as applicable) of Online Banking on your behalf;
- k. “User” or “Additional user” means any individual, whether or not an authorized party or an employee or other agent of yours, designated by you or your administrator as a user of Online Banking on your behalf;
- l. “Identifier” means any identifier (for example, a username, password, access code or token) assigned by us or any agent of ours to you or your administrator or by you or your administrator to any additional user, or chosen by you, your administrator or any additional user, for use in connection with Online Banking;
- m. “Instruction” or “Order” means any instruction, notice, order or other communication given to us in connection with Online Banking;
- n. “Mobile banking device” means any wireless device (for example, a cellular telephone or tablet) that is capable of being used in connection with Online Banking and meets the specifications required by Online Banking;
- o. “Operating procedure” means any operating procedure for Online Banking established by us or any agent of ours;
- p. “Security procedure” means any identification, pre-notification or other security procedure (for example, the use of an identifier) established by us or any agent of ours to verify that any instruction to us supposedly given by you or on your behalf in connection with Online Banking is actually being

given by you or on your behalf;

- q. Service means North Shore Bank Online Banking and/or Mobile Banking
- r. "Error detection procedure" means any procedure established by us or any agent of ours to detect any error in the communication or transmission of any instruction to us; and
- s. "Liability or expense" means, with respect to any obligation of yours to indemnify or reimburse us or any agent of ours, any liability, loss, cost or expense, including, without limitation, and as an example, an attorney's fee or disbursement, whether the attorney is hired for advice, litigation or any other purpose, or a cost of investigation or litigation.

**2. Certain representations and warranties.** You represent and warrant to us that your entry into and performance of this agreement, the use of Online Banking by you or on your behalf and each transfer of funds or payment ordered by you or on your behalf through Online Banking do not and will not violate applicable law, any judgment or order of any court, agency or other governmental body by which you are bound, your certificate or articles of incorporation, by-laws, operating, limited liability company or partnership agreement or other charter, organizational or other governing document or any resolution of or other action of record by any shareholder, member, director, manager or governing body of yours, do not and will not violate or constitute any default under any agreement or instrument by which you are bound, are in furtherance of your purposes and within your power and authority and do not and will not require any authorization of, notice to or other act by or relating to any other party (for example, a shareholder, member, director, manager or governing body of yours) that has not been duly obtained, given or done and is not in full force and effect.

**3. Business purposes.** You represent and warrant to us that the use of Online Banking by you or on your behalf will be primarily for business or governmental purposes rather than personal, family or household purposes. Unless you designate otherwise pursuant to Section 52 below, with regard to each account with access to Online Banking, you acknowledge that:

- a. In connection with Online Banking, you will not have any right that applies under applicable law to deposit or credit accounts established primarily for personal, family or household purposes but not to deposit or credit accounts not established primarily for personal, family or household purposes (for example, the right to limited liability for unauthorized use of an internet banking service); and
- b. Nothing in this agreement, any statement for any approved deposit account or approved loan account that we send to you or otherwise make available to you or any notice or other communication or document that we send to you (for example, the use of a term defined in the Electronic Fund Transfer Act or the Truth in Lending Act or the giving of a notice required by the Electronic Fund Transfer Act or the Truth in Lending Act) will give you in connection with Online Banking any right that applies under applicable law to deposit or credit accounts established primarily for personal, family or household purposes but not to deposit or credit accounts not established primarily for personal, family or household purposes.

**4. You and your administrator.** You represent and warrant to us that you and your administrator will have an unrestricted right to act alone to withdraw or to give any order to withdraw funds from any deposit account from which a withdrawal of funds will be ordered by you or on your behalf through Online Banking (for example, by signing a check written on the account or a withdrawal form for the account or giving an order for an automated clearing house entry or wire or intrabank transfer involving funds in the account) and to obtain credit under any approved line of credit account. We may rely on the authority of your administrator to act on your behalf in connection with Online Banking (for example, by giving any instruction to us, designating any additional user and limitations on the authority of any additional user to give any instruction to us, terminating or changing any limitation on the authority of any additional user to give any instruction to us, designating any other individual as your administrator, choosing any identifier to be used in connection with any security procedure or requesting that any identifier used in connection with any security procedure be rendered ineffective) until we receive from any authorized party and have a reasonable time to act on a written notice that your administrator is no longer authorized to act on your behalf in connection with Online Banking.

**5. Additional users.** Monitoring whether any additional user is acting within his or her authority to give any instruction to us is your responsibility and the responsibility of your administrator, and we

may rely on the authority of any additional user to give any instruction to us.

- 6. Identifier.** Neither you nor your administrator nor any additional user may allow anyone else to have any identifier unless you authorize him or her to use Online Banking on your behalf. You, your administrator and each additional user must keep each identifier in a secure location separate from any equipment (for example, a computer or mobile banking device) or software you use or your administrator or any additional user uses in connection with Online Banking. For reasons of security, we or any agent of ours may render any identifier ineffective. **WE WILL NOT BE LIABLE FOR DAMAGES YOU SUFFER AS A RESULT OF YOU, YOUR ADMINISTRATOR OR ANY ADDITIONAL USER ALLOWING ANYONE ELSE (FOR EXAMPLE, A PARTY THAT AGGREGATES ACCOUNT INFORMATION OR CONTENT OF WEBSITES) TO HAVE ANY IDENTIFIER.**
- 7. Your responsibility for instructions.** You will be responsible for and bound by each instruction given by: (a) you, (b) your administrator, (c) any additional user, (d) anyone else you allow or your administrator or any additional user allows to have any identifier or to use Online Banking, or (e) anyone who obtains any identifier or access to Online Banking through any acts or omissions of you, your administrator or any additional user, and each instruction to us pursuant to (a) through (e) above and each transfer of funds or payment initiated by the instruction to us will be covered by this agreement as though the instruction to us had been given by you. Thus, you will be responsible for verifying the content of each instruction to us (for example, the description in the instruction to us of any amount or any name or account or other identifying number of an account or financial institution or other party), and we will not be responsible for doing so.
- 8. Prohibition of certain transactions.** Online Banking may not be used by you or on your behalf for any prohibited or unenforceable transaction (for example, an illegal gambling transaction, a purchase of an illegal product or a transaction with an individual, organization or government on which the federal government has imposed economic or trade sanctions or with which it has prohibited transactions), but, if it is, you waive any claim that the transaction should not have been charged against any deposit account or line of credit account on the ground that the transaction was prohibited or unenforceable, and you must indemnify us against any liability or expense (including, without limitation, attorneys' fees and costs) that is incurred by, imposed on or asserted against us as a result of any claim arising out of the transaction. You must maintain and use a filtering system designed to assure that no transaction involving an individual, organization or government on which the federal government has imposed economic or trade sanctions or with which it has prohibited transactions is made using Online Banking, and you must indemnify us against any liability or expense (including, without limitation, attorneys' fees and costs) that is incurred by, imposed on or asserted against us as a result of any failure by you to maintain and use that type of filtering system.
- 9. Online Banking.** Online Banking has a number of features. The banking feature is always included in Online Banking, while all other features, including, without limitation, the bill payment feature, the automated clearing house feature, the wire transfer feature, the mobile banking feature, the remote deposit capture feature, Positive Pay, and the various sweep features, will be available to you only upon the execution and delivery (or acceptance, as applicable) of service-related supplements and, if necessary for the implementation of such feature, a "Treasury Management Agreement" (the "Treasury Management Agreement"). In order to access and use Online Banking, you agree to satisfy and maintain, at a minimum, all of our Online Banking operating and security system requirements (as they may be updated from time-to-time).
- 10. Initiation, processing, charging, changing and cancellation of orders given through banking feature of Online Banking.** The following rules apply to the initiation, processing, charging, changing and cancellation of orders given by you or on your behalf through the banking feature of Online Banking:

  - a. If an order to make an immediate non-recurring transfer of funds is given through the banking feature of Online Banking:
    - i. The transfer will be scheduled to be made on the day we receive the order unless that day is not a business day of ours or we receive the order after 10:00 PM CST that day if that day is any day Monday through Friday or 7:00 PM CST that day if that day is a Saturday, in which case it will be

- scheduled to be made on our first business day after that day;
    - ii. The transfer may be charged against the account from which it is to be made as early as the day we receive the order; and
    - iii. The order may not be changed or canceled.
  - b. If an order to make a future non-recurring transfer of funds is given through the banking feature of Online Banking:
    - i. The order must schedule the transfer to be made on a specified date after the day we receive the order;
    - ii. The transfer will be scheduled to be made on the date the order schedules it to be made unless that date is not a business day of ours, in which case the system will prompt the next available date the order can take place;
    - iii. The transfer may be charged against the account from which it is to be made as early as the date on which it is scheduled to be made; and
    - iv. The order may be changed or canceled until 10:00 PM CST on the day before the date on which the transfer is scheduled to be made.
  - c. If an order to make a series of automatic recurring transfers of funds is given through the banking feature of Online Banking:
    - i. The order must provide for the transfers to be equal in amount and regular in frequency on a weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annual or annual basis and must schedule them to begin and end on specified dates after the day we receive the order;
    - ii. Each of the transfers will be scheduled to be made on the date the order schedules it to be made unless that date is not a business day or ours, in which case it will be scheduled to be made on our first business day after that date;
    - iii. Each of the transfers may be charged against the account from which it is to be made as early as the date on which it is scheduled to be made; and
    - iv. The order may be changed or cancelled until 10:00 PM CST on the day before the date on which the transfer is scheduled to be made.

**11. Limitations and other rules applicable to transfers of funds and payments.** The following limitations and other rules apply to transfers of funds and payments initiated by orders given by you or on your behalf through Online Banking:

- a. We may refuse to honor any order to make a transfer of funds or payment given through Online Banking (for example, refusing to do so for reasons of security, to comply with applicable law or because the order reasonably appears to us to be erroneous, incomplete, conditional, fraudulent or possibly illegal).
- b. Any transfer of funds from a deposit account ordered through Online Banking will be subject to the funds being available for withdrawal from the account when the order to make the transfer is to be charged against the account with respect to the transfer.
- c. Any transfer of funds from any approved line of credit account ordered through Online Banking will be subject to final credit underwriting and approval and the funds being available as credit under the account when the order to make the transfer is to be charged against the account.
- d. Any payment ordered through Online Banking will be subject to the funds that are to be used to make the payment being available for withdrawal from the approved payment account from which the payment is to be made when the order to make the payment is to be charged against the account with respect to the payment.
- e. If, when any order to make a transfer of funds or payment from a deposit account of yours with us given through Online Banking is to be charged against the account with respect to the transfer or payment, the amount of the transfer or payment exceeds the amount of money available for

withdrawal from the account (taking into consideration, if the account is tied to a line of credit account or other overdraft facility with us, the amount of credit available under the line of credit account or other overdraft facility), we may either make the transfer or payment, in which case you will be liable for the excess, or refuse to make the transfer or payment. In either case, you will be liable for any fee applicable to the withdrawal or attempted withdrawal of money from the account in excess of the amount of money available for withdrawal from the account. But, if we refuse to make the transfer or payment, we may attempt to make it on a later business day of ours.

- f. If, when any order to make a transfer of funds from any approved line of credit account given through Online Banking is to be charged against the account, the amount of the transfer exceeds the amount of credit available under the account, we may either make the transfer, in which case the amount of the transfer will be considered to be credit extended under the account, or refuse to make the transfer. In either case, you will be liable for any fee applicable to the obtaining of the credit or attempted obtaining of credit in excess of the amount of credit available under the account.
- g. If an order to make a transfer of funds or payment given through Online Banking contains an inconsistency in the name and account or other identifying number of an account or payee, financial institution or other party, we may treat the number as controlling and rely on the number in processing the order.
- h. We may impose any other limitation on the types, number, frequency and amounts of transfers of funds and payments ordered through Online Banking.
- i. As an accommodation to you, we may attempt to have an order to make a transfer of funds or payment given through Online Banking canceled or changed even though the time within which you may cancel or change the order has expired and even though the order may have already been communicated or transmitted to another financial institution or another party. By attempting to do so on any occasion, we will not be obligated to attempt to do so on any other occasion.

**12. Alerts.** Your enrollment in North Shore Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your North Shore Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. Mandatory Alerts provide you with important account notifications such as information about changes to your Online Banking password, PIN, or log-in information. You do not have the option to suppress these Mandatory Alerts. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. North Shore Bank reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message **or** (b) an email account, by an e-mail message. **You agree North Shore Bank** may contact you by sending text messages or emails, using any email address or mobile phone number you provide to us. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) **and** (b) above supports the email **and** text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text **"STOP" to 48179 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in North Shore Bank Online Banking. For help with SMS text alerts, text “HELP” to 48179. In case of questions please contact customer service at 1-877-672-2265. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** North Shore Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains.

We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside North Shore Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold North Shore Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS and email are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

**13. Authorization and appointment as agent.** You authorize us and each agent of ours and appoint us and the agent as your agent to take on your behalf any action that we consider or the agent considers to be necessary or appropriate to implement any order given by you or on your behalf through Online Banking or to correct any error in crediting or charging any deposit account or loan account in connection with any order given by you or on your behalf through Online Banking. For example, and without limitation, you authorize us and the agent and appoint us and the agent as your agent to, on your behalf:

- a. Obtain credit under any approved line of credit account and deposit the proceeds of the credit in any approved deposit account in order to implement any order to make a transfer of funds from the approved line of credit account (subject to final credit underwriting and approval) to the approved deposit account given by you or on your behalf through the banking feature of Online Banking; and
- b. Obtain credit under any approved line of credit account and use the proceeds of the credit to make a payment under any other approved loan account in order to implement any order to make a transfer of funds from the approved line of credit account (subject to final credit underwriting and approval) to the other approved loan account given by you or on your behalf through the banking feature of Online Banking.

The withdrawal or directing the withdrawal of money from any deposit account or the obtaining of credit under any approved line of credit account under the authority given and the appointment as your agent made in the first sentence of Section will be as effective as though you had signed a check or withdrawal form to make the withdrawal or to obtain the credit.

**14. Notice of loss, theft or unauthorized access or use.** If you believe or your administrator or any additional user believes that any identifier has been lost or stolen, that there has been without your authorization any access to any equipment (for example, a computer or mobile banking device) used in connection with Online Banking by you or on your behalf or that any transaction involving a deposit account of yours may have been or may be made using Online Banking without your authorization, you, your administrator or the additional user must contact us at once by telephoning us at 262-797-3833 or toll free at 1-877-672-2265 and asking for our Customer Support Center or writing to us at 15700 W. Bluemound Road, Brookfield, Wisconsin 53005, Attention: Customer Support Center. If any statement for any deposit account or line of credit account of yours with us that we send you or otherwise make available to you indicates that a transaction involving the account may have been made without your authorization during the period covered by the statement or that we may have made an error with respect to the account during that period, you will lose any right to make any claim against us based on the transaction or error unless you notify or your administrator notifies us in writing of the transaction or error in time for us to receive the notice within 14 calendar days after the earlier of: (a) the date we send the statement to you, or (b) otherwise make it available to you.

**15. Your liability for unauthorized use.**

- a. **WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OF MONEY TAKEN FROM AN ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH ONLINE BANKING BY AN INSTRUCTION INITIATED WITHOUT YOUR AUTHORIZATION, INCLUDING, WITHOUT LIMITATION, AN INSTRUCTION BY YOUR ADMINISTRATOR, ANY ADDITIONAL USER, ANYONE ELSE YOU OR YOUR ADMINISTRATOR OR ANY ADDITIONAL USER ALLOWS TO**

**ANY IDENTIFIER OR TO USE ONLINE BANKING, OR ANYONE WHO OBTAINS ANY IDENTIFIER OR ACCESS TO ONLINE BANKING THROUGH ANY ACTS OR OMISSIONS OF YOU, YOUR ADMINISTRATOR OR ANY ADDITIONAL USER;**

- b. WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OF MONEY TAKEN FROM AN ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH ONLINE BANKING BY AN INSTRUCTION INITIATED BY THE USE OF ANY IDENTIFIER WITHOUT YOUR AUTHORIZATION BEFORE WE RECEIVE AND HAVE A REASONABLE TIME TO ACT ON A NOTICE OF THE POSSIBLE UNAUTHORIZED USE OF ANY IDENTIFIER WITHOUT YOUR AUTHORIZATION;**
  - c. WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OF MONEY TAKEN FROM AN ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH ONLINE BANKING BY AN INSTRUCTION INITIATED WITHOUT YOUR AUTHORIZATION UNLESS SUCH LOSS IS A RESULT OF OUR GROSS NEGLIGENCE OR WILLFULL MISCONDUCT; AND**
  - d. IN THE CASE OF ANY LOSS OF MONEY TAKEN FROM AN ACCOUNT IN ANY TRANSFER OF FUNDS OR PAYMENT ORDERED THROUGH ONLINE BANKING BY AN INSTRUCTION INITIATED WITHOUT YOUR AUTHORIZATION AND AS A RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OUR LIABILITY WILL BE LIMITED TO THE AMOUNT OF THE TRANSFER OR PAYMENT LESS ANY AMOUNT THAT WOULD HAVE BEEN LOST REGARDLESS OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 20.**
  - e. YOU SHALL BE SOLELY RESPONSIBLE FOR REQUIRING USERS TO COMPLY WITH ALL PROVISIONS OF THIS AGREEMENT AND YOU SHALL BE SOLELY LIABLE FOR ANY LOSSES, DAMAGES, COSTS OR LIABILITIES THAT RESULT FROM A USER FAILING TO COMPLY WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY TRANSACTION PERFORMED BY ANY USER USING ONLINE BANKING.**
  - f. YOU SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE AND LIABLE FOR ANY AND ALL FINANCIAL RISKS AND OTHER RISKS ASSOCIATED WITH ACCESSING ANY PART OF ONLINE BANKING (INCLUDING, WITHOUT LIMITATION, INSUFFICIENT FUNDS AND ALL INTERNET BREACHES).**
- 16. Fees.** You must pay us each fee we impose for the use of Online Banking by you or on your behalf and, as required by applicable law, each sales, use, excise, value added, utility or similar tax imposed in connection with the fee. The fee will be in addition to the fees applicable to any deposit account or line of credit account from or to which any transfer of funds or payment is made using Online Banking. We may charge any approved deposit account or any other deposit account of yours with us for the amount of the fee and the sales, use, excise, value added, utility or similar tax. We will be liable if we do so and, as a result, we do not allow or make any withdrawal from the account. Additional fees may apply for our special handling of any deposit accounts (please reference the "Services and Fees" brochure that can be found in Online Banking).
- 17. Reimbursement and Indemnification.** Without limiting any other obligation you have under this agreement to reimburse us, you must reimburse us for any liability or expense incurred by us as a result of our hiring an attorney to enforce any of your obligations under this agreement or with respect to Online Banking. Without limiting any other obligation you have under this agreement to indemnify us, you must, except to the extent that this agreement imposes liability on us or to the extent prohibited by applicable law, indemnify us and each agent of ours against any liability or expense that is incurred by, imposed on or asserted against us or the agent as a result of any claim arising in connection with the use of Online Banking by you or on your behalf (for example, as a result of our following any instruction to us, acting on any information or document that we receive from you or anyone acting on your behalf or any failure by you or anyone acting on your behalf to maintain the security of any identifier or any equipment (for example, a computer or mobile banking device)). We may charge the amount of the liability or expense for which you must reimburse us or against which you must indemnify us against any approved deposit account or any other deposit account of yours with us or collect it in any other way.
- 18. Disclaimer of warranties.** **ONLINE BANKING IS PROVIDED BY US "AS IS," "AS AVAILABLE" AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, WITHOUT ANY WARRANTY OF ANY**

**KIND. WITHOUT LIMITING THE PRECEDING SENTENCE, WE DO NOT MAKE, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND WE DISCLAIM, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OF ANY KIND (FOR EXAMPLE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING ONLINE BANKING.**

- 19. Equipment, services and software.** You are responsible for the selection, installation, maintenance, operation and use of any equipment (for example, a computer or mobile banking device), service (for example, a telecommunication or internet access service) or software (for example, an application used with a mobile banking device) used by you or on your behalf in connection with Online Banking. You assume all risks of loss resulting from the selection, installation, maintenance, operation or use of the equipment, service or software (for example, a failure of a telecommunication or internet access service to provide, or a delay by a telecommunication or internet access service in providing, a service). **EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DAMAGES (FOR EXAMPLE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES), WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT OR STRICT LIABILITY OR OTHERWISE, THAT RESULT FROM ANY ERROR IN SELECTING, INSTALLING, MAINTAINING, OPERATING OR USING, UNAVAILABILITY, FAILURE, MALFUNCTION OR INTERRUPTION OF, COMPROMISE OF DATA SENT USING OR VIRUS OR SIMILAR PROBLEM RESULTING FROM THE EQUIPMENT, SERVICE OR SOFTWARE, EVEN IF WE ARE NOTIFIED OF OR OTHERWISE KNOW OR SHOULD KNOW OF THE POSSIBILITY OF THOSE DAMAGES.**

You must indemnify us against any liability or expense that is incurred by, imposed on or asserted against us as a result of any claim that the operation or use of the equipment, service or software by you or on your behalf in connection with Online Banking infringes any copyright, patent, trademark, trade secret or other property right of any party.

- 20. Limitation of liability. WE WILL NOT BE LIABLE IN CONNECTION WITH ONLINE BANKING FOR:**
- a. ANY DAMAGES NOT RESULTING DIRECTLY FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT;**
  - b. OUR MAXIMUM AGGREGATE LIABILITY FOR A CLAIM SHALL NOT EXCEED, AT ANY TIME, THE TOTAL FEES PAID BY YOU FOR ONLINE BANKING IN THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT CREATING THE CLAIM;**
  - c. ANY DAMAGES (FOR EXAMPLE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES) IN ADDITION TO ACTUAL DAMAGES, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT OR STRICT LIABILITY OR OTHERWISE, EVEN IF WE ARE NOTIFIED OF OR OTHERWISE KNOW OR SHOULD KNOW OF THE POSSIBILITY OF THOSE DAMAGES**
  - d. ANY CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL (FOR EXAMPLE, A FLOOD OR OTHER NATURAL CATASTROPHE, WEATHER CONDITION, FIRE, PANDEMIC RELATED, RIOT OR OTHER CIVIL DISOBEDIENCE, ACT OF WAR, CYBER ATTACK OR ACT OF TERRORISM, NATIONAL EMERGENCY, EMBARGO, STRIKE OR OTHER LABOR**
  - e. DISPUTE, DEFECT IN OR UNAVAILABILITY, FAILURE, MALFUNCTION OR INTERRUPTION OF ANY EQUIPMENT, SERVICE OR SOFTWARE (FOR EXAMPLE, A TELECOMMUNICATION, INTERNET ACCESS, ELECTRONIC OR OTHER MAIL, COURIER OR OTHER TRANSMISSION OR COMMUNICATION SERVICE), SUSPENSION OF PAYMENTS BY ANY OTHER FINANCIAL INSTITUTION OR OPERATOR OF AN AUTOMATED CLEARING HOUSE OR ACTION OR INACTION OF ANY GOVERNMENTAL BODY, BANKING OR PAYMENT SYSTEM, CORRESPONDENT BANK OR SERVICE PROVIDER); OR**
  - f. ANY FAILURE TO TAKE OR DELAY IN TAKING ANY ACTION IF WE BELIEVE THAT TAKING THE ACTION WOULD VIOLATE, OR THAT FAILING TO TAKE OR DELAY IN TAKING THE ACTION WOULD BE EXCUSED BY, APPLICABLE LAW, ANY RULE OF ANY BANKING OR PAYMENT SYSTEM OR ANY GOVERNMENTAL GUIDELINE OR PROGRAM.**

**21. Our liability for failure to make transfers of funds and payments.** Subject to the limitations on our liability set forth in Section 20 of this agreement, our liability for damages you suffer as a result of our failure to make or cause to be made, on time and in the correct amount, any transfer of funds or payment to or from any deposit account ordered by a timely and properly initiated order to make the transfer or payment given by you or on your behalf through Online Banking will be determined by any agreement between you and us concerning an account or transfers of funds or payments to or from an account (for example, an agreement between you and us governing transfers of funds through an automated clearing house or by a wire or intrabank transfer).

Whether the order is timely will be determined under Section 10 of this agreement. The order will not be properly initiated unless:

- a. All equipment, services and software used by you or on your behalf in connection with Online Banking are properly functioning;
- b. The instructions on how to give the order are properly followed and all requirements applicable to the making of the transfer or payment are satisfied;
- c. The order is correct and complete; and
- d. The transfer or payment would not be subject to any limitation referred to in Section 11 of this agreement.
- e. **WITHOUT LIMITING THE FIRST SENTENCE OF THIS SECTION, WE WILL NOT BE LIABLE TO YOU FOR FAILING TO MAKE THE TRANSFER OR PAYMENT IF ANY OF THE FOLLOWING THINGS HAPPENS:**
- f. **WE DO NOT RECEIVE THE ORDER;**
- g. **BEFORE THE TRANSFER OR PAYMENT IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER OR PAYMENT IS TO BE MADE, YOUR RIGHT, OR THE RIGHT OF YOUR ADMINISTRATOR OR ANY ADDITIONAL USER GIVING THE ORDER, TO USE ONLINE BANKING OR THE FEATURE OF ONLINE BANKING INVOLVED IN THE TRANSFER OR PAYMENT IS CANCELED OR SUSPENDED;**
- h. **WHEN THE TRANSFER OR PAYMENT IS PROCESSED OR IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER OR PAYMENT IS TO BE MADE, WE IN GOOD FAITH BELIEVE THAT THE ORDER WAS GIVEN WITHOUT YOUR AUTHORIZATION (FOR EXAMPLE, BECAUSE AN IDENTIFIER HAS BEEN REPORTED AS LOST OR STOLEN) OR IS ILLEGAL OR FRAUDULENT;**
- i. **THE ORDER IS TO MAKE A TRANSFER OF FUNDS AND, BEFORE THE TRANSFER IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER IS TO BE MADE, EITHER THAT ACCOUNT OR THE ACCOUNT TO WHICH THE TRANSFER IS TO BE MADE IS CLOSED;**
- j. **THE ORDER IS TO MAKE A PAYMENT AND WE DO NOT RECEIVE THE ORDER IN TIME TO ALLOW US TO MAKE THE PAYMENT AND ALLOW THE PAYEE OF THE PAYMENT TO PROPERLY CREDIT IT BY THE DATE ON WHICH IT IS TO BECOME DUE, WE MAKE THE PAYMENT IN TIME TO ALLOW THE PAYEE TO PROPERLY CREDIT IT BY THE DATE ON WHICH IT IS TO BECOME DUE BUT THE PAYEE FAILS TO DO SO OR BEFORE THE ORDER IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE PAYMENT IS TO BE MADE THE ACCOUNT IS CLOSED;**
- k. **THE ORDER IS TO MAKE A TRANSFER OF FUNDS OR PAYMENT FROM A DEPOSIT ACCOUNT AND, WHEN THE TRANSFER OR PAYMENT IS PROCESSED OR IS TO BE CHARGED AGAINST THE ACCOUNT, THE AMOUNT OF THE TRANSFER OR PAYMENT EXCEEDS THE AMOUNT OF MONEY AVAILABLE FOR WITHDRAWAL FROM THE ACCOUNT (TAKING INTO CONSIDERATION, IF THE ACCOUNT IS TIED TO A LINE OF CREDIT ACCOUNT OR OTHER OVERDRAFT FACILITY WITH US, THE AMOUNT OF CREDIT AVAILABLE UNDER THE LINE OF CREDIT ACCOUNT OR OTHER OVERDRAFT FACILITY);**
- l. **THE ORDER IS TO MAKE A TRANSFER OF FUNDS FROM A LINE OF CREDIT ACCOUNT AND, WHEN THE TRANSFER IS PROCESSED OR IS TO BE CHARGED AGAINST THE ACCOUNT, THE AMOUNT OF THE TRANSFER EXCEEDS THE AMOUNT OF CREDIT**

**AVAILABLE UNDER THE ACCOUNT;**

- m. **WHEN THE ORDER IS PROCESSED OR IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER OR PAYMENT IS TO BE MADE, MONEY IN THE ACCOUNT IS: (1) SUBJECT TO ANY LEGAL PROCESS (FOR EXAMPLE, A TAX OR OTHER LEVY, EXECUTION, ATTACHMENT, INJUNCTION OR RESTRAINING, FORFEITURE, SEIZURE OR OTHER COURT OR ADMINISTRATIVE ORDER) OR ADMINISTRATIVE HOLD RESTRICTING ITS REMOVAL FROM THE ACCOUNT, (2) IS THE SUBJECT OF A DISPUTE OR LEGAL PROCEEDING;**
- n. **WHEN THE ORDER IS GIVEN, ONLINE BANKING OR THE FEATURE OF ONLINE BANKING INVOLVED IN THE TRANSFER OR PAYMENT IS NOT FUNCTIONING PROPERLY OR IS OTHERWISE UNAVAILABLE;**
- o. **WE ARE PREVENTED FROM MAKING THE TRANSFER OR PAYMENT BY A TECHNICAL MALFUNCTION;**
- p. **ANY CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL (FOR EXAMPLE, A FLOOD OR OTHER NATURAL CATASTROPHE, WEATHER CONDITION, FIRE, PANDEMIC RELATED, RIOT OR OTHER CIVIL DISOBEDIENCE, ACT OF WAR, CYBER ATTACK OR OTHER ACT OF TERRORISM, NATIONAL EMERGENCY, EMBARGO, STRIKE OR OTHER LABOR DISPUTE, DEFECT IN OR NAVAILABILITY, FAILURE, MALFUNCTION OR INTERRUPTION OF ANY EQUIPMENT, SERVICE OR SOFTWARE (FOR EXAMPLE, A TELECOMMUNICATION, INTERNET ACCESS, ELECTRONIC OR OTHER MAIL, COURIER OR OTHER TRANSMISSION OR COMMUNICATION SERVICE), SUSPENSION OF PAYMENTS BY ANY OTHER FINANCIAL INSTITUTION OR OPERATOR OF AN AUTOMATED CLEARING HOUSE OR ACTION OR INACTION OF ANY GOVERNMENTAL BODY, BANKING OR PAYMENT SYSTEM, CORRESPONDENT BANK OR SERVICE PROVIDER) REVENTS US FROM MAKING THE TRANSFER OR PAYMENT;**
- q. **WE IN GOOD FAITH BELIEVE THAT THERE IS A DISPUTE AS TO THE IDENTITY OF YOUR ADMINISTRATOR OR ANY ADDITIONAL USER OR THE AUTHORITY OF YOUR ADMINISTRATOR OR ANY ADDITIONAL USER TO USE ONLINE BANKING; OR**
- r. **OUR FAILURE TO MAKE THE TRANSFER OR PAYMENT IS JUSTIFIED BY ANY PROVISION OF THIS AGREEMENT, BY ANY PROVISION OF ANY OTHER AGREEMENT BETWEEN YOU AND US CONCERNING ANY FEATURE OF ONLINE BANKING, ANY APPROVED DEPOSIT ACCOUNT, ANY OTHER DEPOSIT ACCOUNT WITH US, ANY APPROVED LOAN ACCOUNT, ANY LINE OF CREDIT ACCOUNT OR OTHER OVERDRAFT FACILITY WITH US TO WHICH ANY APPROVED DEPOSIT ACCOUNT OR ANY OTHER DEPOSIT ACCOUNT WITH US IS TIED OR TRANSFERS OF FUNDS OR PAYMENTS TO OR FROM ANY APPROVED DEPOSIT ACCOUNT OR ANY OTHER DEPOSIT ACCOUNT WITH US (FOR EXAMPLE, AN AGREEMENT BETWEEN YOU AND US GOVERNING TRANSFERS OF FUNDS THROUGH AN AUTOMATED CLEARING HOUSE OR BY A WIRE OR INTRABANK TRANSFER), ANY APPROVED LOAN ACCOUNT OR ANY LINE OF CREDIT ACCOUNT OR OTHER OVERDRAFT FACILITY WITH US TO WHICH ANY APPROVED DEPOSIT ACCOUNT OR ANY OTHER DEPOSIT ACCOUNT WITH US IS TIED, BY ANY OPERATING PROCEDURE, SECURITY PROCEDURE OR ERROR DETECTION PROCEDURE OR BY APPLICABLE LAW.**

**22. Our liability for failure to comply with order to stop transfer of funds or payment.** Subject to the limitations on our liability set forth in Section 20 of this agreement, our liability for damages you suffer as a result of our failure to comply with any order to stop a transfer of funds or payment ordered by you or on your behalf under this agreement will be determined by the specific agreement between you and us concerning the account from which the transfer or payment is to be made.

**23. Security and error detection procedures.** We may monitor the use of any security procedure or error detection procedure and report to you any breach of any security procedure or error detection procedure. You acknowledge that use of any identifier is commercially reasonable, that any security procedure or error detection procedure established by us or on our behalf will be commercially reasonable for purposes of applicable law and that any security procedure is solely for the purpose of attempting to verify that any instruction to us is actually being given by you or on your behalf and not for the purpose of detecting any error in the content, communication or transmission of the

instruction to us (for example, any error in the description in the instruction to us of any amount or any name or account or other identifying number of an account or financial institution or other party). You further acknowledge and agree that the security procedures or error detection procedures offered and implemented by us or any other security procedures or error protection procedures agreed to in writing by you and us satisfy your security wishes expressed to us and are appropriate for your business practices.

**24. Certain obligations with respect to Online Banking.** You must:

- a. Comply, and assure that everyone acting on your behalf in connection with Online Banking complies, with applicable law, the provisions of each agreement between you and us related to Online Banking, each applicable rule of any funds transfer or payment system, each operating procedure, security procedure and error detection procedure and, in addition to each requirement as to any instruction to us contained in any operating procedure, each other requirement of ours as to any instruction to us, however communicated to you, your administrator, any additional user or anyone else acting on your behalf;
- b. Keep confidential, and assure that everyone acting on your behalf in connection with Online Banking keeps confidential, all information relating to any operating procedure, security procedure or error detection procedure;
- c. Not reveal, and assure that no one acting on your behalf in connection with Online Banking reveals, any information relating to any operating procedure, security procedure or error detection procedure to anyone not authorized to act on your behalf in connection with Online Banking;
- d. Promptly notify us of any unauthorized disclosure or use of any information relating to any operating procedure, security procedure or error detection procedure;
- e. Take, and assure that everyone acting on your behalf in connection with Online Banking takes, each action that we consider or any agent of ours considers to be necessary or appropriate in connection with Online Banking, whether to comply with applicable law, any rule of any banking or payment system or any governmental guideline or program or otherwise;
- f. Take, and assure that everyone acting on your behalf in connection with Online Banking takes, each action necessary or appropriate to assure the security of each deposit account and line of credit account of yours with us and all equipment (for example, a computer or mobile banking device) or software (for example, an application used with a mobile banking device) used by you or on your behalf in connection with Online Banking (for example, by not leaving any computer or mobile banking device unattended while logged on to Online Banking and by logging off from Online Banking immediately upon completing any use of Online Banking);
- g. Not use, and assure that no one acting on your behalf in connection with Online Banking uses, any software (for example, an application used with a mobile banking device) provided by us or on our behalf for use in connection with Online Banking other than as provided in this agreement or, if applicable, the Cash Management Agreement; and
- h. Cooperate with us to minimize any loss, to pursue any claim against any third party and to defend against any claim by any third party if we incur any liability in connection with the provision of any service to you in connection with Online Banking.

**25. Cancellation or suspension.** You or your administrator may cancel your right to use Online Banking or any feature of Online Banking at any time by notifying us of the cancellation. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it. We may cancel or suspend your right or the right of your administrator or any additional user to use Online Banking, any feature of Online Banking or any means of accessing Online Banking. The process for cancelling or suspending your (and your administrator's and any additional user's) right to use Online Banking or any feature of Online Banking may take up to three business days to take effect. Despite the cancellation by you or your administrator of your right or the right of your administrator or any additional user to use Online Banking or any feature of Online Banking or the cancellation or suspension by us of your right or the right of your administrator or any authorized user to use Online Banking, any feature of Online Banking or any means of accessing Online, we may process any order given through Online Banking. The cancellation or suspension will not affect any of your obligations under this agreement. For example, you will remain liable under this agreement, including, without

limitation, Sections 16 and 17.

- 26. Notices.** Any notice or other communication or document concerning this agreement or Online Banking that is sent to you by us or on our behalf may be sent in any way allowed by applicable law (for example, electronic mail or facsimile). If sent by mail, the notice or other communication or document will be sent to your current mailing address shown in our records concerning Online Banking and may be sent by regular mail. If sent by electronic mail, North Shore Bank may contact you by sending emails using any email address you provide to us. If sent by facsimile, or any mobile device North Shore Bank may contact you by sending text messages or a fax using any telephone or mobile phone number you provide to us. If your mailing address, electronic mail address or telephone number for receipt of facsimiles changes, you or your administrator must promptly notify us of the new mailing address, electronic mail address or telephone number. To notify us of the new mailing address or telephone number, you or your administrator must visit any of our offices, call us at 262-797-3833 or toll free at 1-877-672-2265 or write to us at 15700 W. Bluemound Road, Brookfield, Wisconsin 53005, Attention: Customer Support Center. To notify us of the new electronic mail address, you or your administrator must change the electronic mail address in your profile for the banking feature of Online Banking. Except as otherwise provided in this agreement or by applicable law:
- a. Any notice or other communication or document concerning this agreement or Online Banking that is sent to you by us or on our behalf will take effect when it is sent; and
  - b. Any notice or other communication or document concerning this agreement or Online Banking that is sent to us by you or on your behalf must be in writing and sent by mail or courier to 15700 W. Bluemound Road, Brookfield, Wisconsin 53005, Attention: Customer Support Center, or any other address we specify and will not take effect until we receive it and have a reasonable time to act on it.
- 27. Limitation on obligations.** Except to the extent required by applicable law, we will not have with respect to Online Banking any obligation to you not expressly stated in this agreement.
- 28. Reliance on instructions, information and documents.** We may treat any instruction as given by you (or on your behalf) and rely on any instruction to us or any information or document with respect to Online Banking that we in good faith believe to have been given or provided by you or on your behalf, and we will not have any obligation to verify that the instruction to us, information or document was actually given or provided, or was authorized to be given or provided, by you or on your behalf or that the instruction to us, information or document is accurate or complete.
- 29. Electronic mail.** We will not have to take any action based on any message sent to us by electronic mail until we receive and have a reasonable time to act on the message. Electronic mail must not be used to communicate to us information that is urgent or requires a prompt response or prompt action (for example, a stop payment order or a report of an unauthorized transaction involving a deposit account or line of credit account).
- 30. Reasonable time to act.** A reasonable time for us to act on any instruction to us or any information or document concerning this agreement or Online Banking that is received by us from you or anyone acting on your behalf will not end until at least the close of business on our second business day after our business day we receive the instruction to us, information or document.
- 31. Financial and other information.** If there is any unfavorable change in your financial condition, you must promptly notify us of the change. Whenever we ask you to do so, you must submit to us a financial statement in a form satisfactory to us and all other information we ask for concerning your financial or business affairs or the financial or business affairs of any business that you own or operate.
- 32. Credit information.** We may investigate your credit record and obtain any credit report that we consider to be necessary or appropriate in connection with any aspect of our dealings with you with respect to Online Banking (for example, considering whether to cancel or suspend your right to use Online Banking and investigating any dispute concerning any transfer of funds or payment ordered through Online Banking). We may furnish, and you irrevocably consent to our furnishing, information concerning any aspect of our dealings with you with respect to Online Banking to other financial institutions, credit reporting agencies and merchants.

- 33. Obtaining of information.** You irrevocably consent to the obtaining by us or any agent of ours of any information that we consider or the agent considers to be necessary or appropriate to complete any transfer of funds or payment ordered through Online Banking or to resolve any error concerning the transfer or payment.
- 34. MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS.** In the regular course of our business, we or any agent of ours may monitor and record, and you irrevocably consent to the monitoring and recording by us or any agent of ours of, any instruction to us, regardless of how the instruction to us is communicated or transmitted. You hereby authorize us or any of our agents to reproduce your communications, regardless of how transmitted to us, as evidence of your authorization to act in connection with Online Banking. We need not remind you of our recording before each phone conversation. We will not be liable to you or any third party for any losses or damages that occur as a result of our reproduction of any communications by you. We are not, however, under any obligation to monitor, retain or reproduce such items, unless otherwise required by applicable law. You agree, in order for us to service your account, provide you with relevant information regarding your account(s), to collect any amounts you may owe, or provide you with marketing or promotional information, you agree that: (1) North Shore Bank, FSB may contact you by telephone or mobile phone at any telephone number or mobile number associated with your account(s), including wireless telephone numbers, which could result in charges to you; (2) We may contact you by sending text messages or emails, using any email address or mobile phone number you provide to us; and (3) if you update or change your contact information, you will notify us of the change or update and provide us with your current contact information. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.
- 35. Transfer of claims.** If we credit any deposit account or line of credit account of yours with us or reimburse you in any other way for any amount in connection with any transfer of funds or payment made using Online Banking that you claim should not have been charged against the account (for example, because of a dispute concerning the transfer or payment or because of any possible illegal, fraudulent or unauthorized use of Online Banking), you transfer to us each claim (other than a tort claim) that you have against anyone involved in the transfer or payment, you must not pursue the claim without first obtaining our permission in writing, and you must assist us in any way we ask in our pursuing the claim.
- 36. Changes in agreement or operating, security or error detection procedure.** No change in this agreement or any operating procedure, security procedure or error detection procedure can be made except as provided in this Section. We may change this agreement or any operating procedure, security procedure or error detection procedure. When required by applicable law, we will send you advance notice of the change or post it in Online Banking or on [www.northshorebank.com](http://www.northshorebank.com) unless we determine that the change is required by an emergency (for example, a breach or potential breach of security). If any notice of the change that we send to you is returned to us as undeliverable, the change will still take effect. Your continued use of Online Banking will constitute your agreement to the changes.
- 37. Changes in Online Banking.** We may change Online Banking by adding, deleting or changing any feature of Online Banking. When required by applicable law, we will send you a notice of the change or post it in Online Banking or on [www.northshorebank.com](http://www.northshorebank.com), unless we determine that the change is required by an emergency (for example, a breach or potential breach of security). If any notice of the change that we send to you is returned to us as undeliverable, the change will still take effect. Your continued use of Online Banking will constitute your agreement to the changes.
- 38. Changes in fees.** We may establish a new fee or change an existing fee that you must pay in connection with Online Banking. If we establish a new fee or increase an existing fee that you must pay in connection with Online Banking, we will send you a notice of the new fee increase or post it in Online Banking or on [www.northshorebank.com](http://www.northshorebank.com) within a commercially reasonable timeframe, unless applicable law requires otherwise. If any notice of the change that we send to you is returned to us as undeliverable, the new fee or increase will still take effect. We will not have to notify you if we decrease or eliminate an existing fee that you must pay in connection with Online Banking.
- 39. No notice or loss of rights.** We may exercise, waive, and fail to exercise or delay exercising any of our rights under this agreement, with respect to Online Banking or against any person or property

without notifying you or anyone acting on your behalf. By on any occasion exercising, waiving, failing to exercise or delaying the exercise of any of our rights under this agreement, with respect to Online Banking or against you or any property belonging to you or acquired by you in the future, we will not lose that right on any other occasion or lose any other of those rights.

40. **Waiver of rights by us.** None of our rights under this agreement, with respect to Online Banking or against you or any property belonging to you now or acquired by you in the future can be waived by us except in a writing signed by us.
41. **No transfer by you.** You may not transfer any of your rights and obligations under this agreement or with respect to Online Banking to anyone else. Any transfer of any of those rights and obligations will be void.
42. **Transfer by us.** We may transfer any of our rights and obligations under this agreement or with respect to Online Banking to anyone else.
43. **Permitted actions.** We will not be obligated to take or liable for not taking any action in connection with Online Banking that this agreement or applicable law allows but does not require us to take. Except to the extent limited by this agreement or applicable law, we may at any time, in our sole discretion, for any reason and without notifying you or obtaining your consent, take any action in connection with Online Banking that this agreement or applicable law allows us to take. For example, except to the extent limited by this agreement or applicable law, we may at any time, in our sole discretion, for any reason and without notifying you or obtaining your consent, cancel or suspend your right or the right of your administrator or any additional user to use Online Banking, any feature of Online Banking or any means of accessing Online Banking (for example, a mobile banking device), refuse to honor any order to make a transfer of funds or payment given through Online Banking or change this agreement or any operating procedure, security procedure or error detection procedure.
44. **Rights under agreement.** Our rights under this agreement are in addition to, and not in place of, all rights given us by applicable law.
45. **Conflicts with applicable law.** If any part of this agreement conflicts with applicable law, that law will control, and this agreement will be considered changed to the extent necessary to comply with that law.
46. **Continued effectiveness.** If any part of this agreement is determined to be invalid, the rest of this agreement will remain in effect.
47. **What law applies.** Any legal question concerning this agreement, Online Banking or any matter in dispute between you and us that arises in any way from Online Banking or your entering into this agreement will be decided in accordance with, to the extent applicable, federal law and, to the extent that federal law is inapplicable, law of the State of Wisconsin without regard to the conflicts of law provisions of any other state or other jurisdiction.
48. **Entire agreement.** Except for the Treasury Management Agreement (if applicable) and any agreement between you and us concerning any feature of Online Banking, any approved deposit account, any other deposit account of yours with us, any approved loan account, any line of credit account or other overdraft facility with us to which any approved deposit account or other deposit account of yours with us is tied, transfers of funds or payments to or from any approved deposit account or any other deposit account of yours with us (for example, an agreement between you and us governing transfers of funds through an automated clearing house or by a wire or intrabank transfer), any approved loan account or any line of credit account or other overdraft facility with us to which any approved deposit account or any other deposit account with us is tied or any operating procedure, security procedure or error detection procedure, this agreement is the final and complete agreement between you and us concerning Online Banking. Any statement concerning Online Banking made by any of our employees or anyone else is not part of this agreement. This agreement replaces any other agreement now existing between you and us for Online Banking.
49. **Conflicting provisions.** If there is a conflict between a provision in this agreement and a provision of any other agreement referenced in Section 48 above (other than an applicable Treasury Management Agreement), this agreement shall control, unless the conflict results from a provision that is specific to the service or feature of Online Banking covered by such other agreement. A

conflict between a provision in this agreement and a provision in an applicable Treasury Management Agreement will be governed by the provision in the applicable Treasury Management Agreement. It is the intent of the parties to this agreement to have the general Online Banking terms and conditions governed by this agreement and the applicable Treasury Management Agreement (including, without limitation, indemnification provisions, limitation of liability provisions, disclaimer of warranties, assignment, etc.) and the specific, service-related provisions governed by the applicable supplements or other agreements that are made subject to this agreement (including, without limitation, transaction-related procedures and notices, termination provisions for a given feature of Online Banking, etc.).

- 50. Waiver of trial by jury. YOU IRREVOCABLY WAIVE ANY RIGHT YOU HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BY US AGAINST YOU OR BY YOU AGAINST US INVOLVING THIS AGREEMENT, ONLINE BANKING OR ANY MATTER IN DISPUTE BETWEEN YOU AND US THAT ARISES IN ANY WAY FROM ONLINE BANKING OR YOUR ENTERING INTO THIS AGREEMENT.**
- 51. Agreement; Amendment and Assignment.** By enrolling in Online Banking, using Online Banking or allowing anyone else to have any identifier or to use Online Banking, you agree to be bound by all provisions of this agreement, all our instructions and requirements concerning Online Banking and all legal terms and conditions contained on our website. Also, if your administrator or any additional user uses Online Banking or allows anyone else to have any identifier or to use Online Banking, you agree to be bound by all those provisions, instructions, requirements and legal terms and conditions. We may amend this agreement at any time. Notice of a change will be sent to your business address on file with us. Amendments will be effective upon the date indicated in the notice. By accessing Online Banking or otherwise using Online Banking after the amendments have been made, you agree to be bound by the amended agreement. No course of dealing between you and us will constitute a modification of this Agreement or constitute an agreement between you and us regardless of whatever practices and procedures we may use. We may assign this agreement or any of its rights and duties hereunder without your prior notice or consent. You may not assign this agreement or any of the rights or duties hereunder to any person without our prior written consent.
- 52. Accounts for Personal, Family or Household Use.** Notwithstanding anything to the contrary herein, if you intend to use any feature of Online Banking for accounts used for personal, family or household use, you must designate all such accounts for such use prior to being able to access them through Online Banking and all such accounts will be governed by the agreements and disclosures related to personal accounts provided by us at the opening of such personal accounts. If such an account is a multi-party account, all of the owners of such account must authorize such access prior to anyone being able to access such account through Online Banking.